

## **SUPPLEMENTAL AGREEMENT NO. 1 REGARDING UNE REMAND ORDER**

Verizon New England Inc. d/b/a Verizon Maine. ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and CTC Communications Corp. ("CTC"), a Massachusetts corporation with offices at 360 Second Avenue, Waltham, Massachusetts 02451, enter into this Supplemental Agreement No. 1 Regarding UNE Remand Order, dated as of November 8, 2000 (this "Supplemental Agreement No. 1") (each of Verizon and CTC being referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, pursuant to an adoption letter dated September 21, 2000 (the "Adoption Letter"), CTC adopted in the State of Maine, pursuant to Section 252(i) of the Act, the interconnection agreement between Global NAPS, Inc. and Verizon certain terms (as identified in the Adoption Letter) of several interconnection agreements between Verizon and other CLECs for the State of Maine (the "Adopted Terms");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000; and

WHEREAS, pursuant to the UNE Remand Order, Verizon is prepared to provide network elements and combinations of network elements to CTC in accordance with, but only to the extent required by, all effective, final and nonappealable laws and government regulations and orders applicable to such elements and combinations (such laws, regulations and orders, "Applicable Law").

NOW WHEREFORE, in exchange for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective as of the date first set forth above, the Adopted Terms are hereby supplemented as follows:

(a) Loops.

(1) 4-Wire 56 kbps Loops. Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(d) of this Supplemental Agreement No. 1, Verizon shall allow CTC to access a 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). "4-Wire 56 kbps Loop" means a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to CTC in

accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the date first set forth above.

(2) DS3 Loops. Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(d) of this Supplemental Agreement No. 1, Verizon shall allow CTC to access a DS3 Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). “DS3 Loop” means a two-point channel which provides for simultaneous two-way transmission of serial bipolar return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (MBPS). A DS3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical NETwork transport systems. Verizon shall provide CTC with access to a DS3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

(b) NID. (1) Notwithstanding anything set forth in the Adopted Terms, subject to the conditions set forth in Section 1(d) of this Supplemental Agreement No. 1 and at CTC’s request, Verizon shall permit CTC to connect a CTC Loop to the inside wiring of a Customer through the use of a Verizon NID (as such term is hereinafter defined) in the manner set forth in this Section 1(b). CTC may access a Verizon NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining CTC NID deployed by CTC or, if an entrance module is available in the Verizon NID, by connecting a CTC Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer’s inside wire. An entrance module is available only if facilities are not connected to it. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer’s premises and inside wire.

(2) In no case shall CTC access, remove, disconnect or in any other way rearrange Verizon’s Loop facilities from Verizon’s NIDs, enclosures, or protectors.

(3) In no case shall CTC access, remove, disconnect or in any other way rearrange a Customer’s inside wire from Verizon’s NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

(4) In no case shall CTC remove or disconnect ground wires from Verizon’s NIDs, enclosures, or protectors.

(5) In no case shall CTC remove or disconnect NID modules, protectors, or terminals from Verizon’s NID enclosures.

(6) Maintenance and control of premises inside wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

(7) When CTC is not connecting a CTC-provided Loop to the inside wiring of a Customer's premises through the Customer's side of the Verizon NID, CTC does not need to submit a request to Verizon and Verizon shall not charge CTC for access to the Verizon NID. In such instances, CTC shall comply with the provisions of Sections 1(b)(2)-(6) of this Supplemental Agreement No. 1 and shall access the Customer's inside wire in the manner set forth in Section 1(b)(7)(i) of this Supplemental Agreement No. 1.

(i) Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), CTC may access the Customer's inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of inside wire is present and environmental conditions permit, requesting carrier (i.e., CTC or CTC's agent, the building owner, or the Customer) may remove the inside wire from the Customer's side of the Verizon NID and connect that wire to CTC's NID;

(B) Where an adequate length of inside wire is not present or environmental conditions do not permit, CTC may enter the Customer side of the Verizon NID enclosure for the purpose of removing the inside wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the inside wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(C) CTC may request Verizon to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* CTC, its agent, the building owner or the Customer). If CTC accesses the Customer's inside wire as described in this Section 1(b)(7)(i)(C), time and materials charges will be billed to the requesting party (*i.e.* CTC, its agent, the building owner or the Customer).

(c) Combinations. Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(d) of this Supplemental Agreement No.1, Verizon shall be obligated to provide a combination of network elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to CTC, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

(d) Limitations. Notwithstanding anything set forth in the Adopted Terms:

(1) The Parties acknowledge that Verizon is not required by Applicable Law to provide to CTC certain network elements on an unbundled basis or Combinations that include those elements until an FCC order prescribing the network elements that must be provided by Verizon pursuant to the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended (such an order, an “FCC Remand Order”), becomes effective. Nothing contained in the Adopted Terms or this Supplemental Agreement No. 1 shall be deemed to constitute an agreement by Verizon that any item identified in the Adopted Terms or this Supplemental Agreement No. 1 as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to CTC on an unbundled basis. Nothing contained in the Adopted Terms or this Supplemental Agreement No. 1 shall limit Verizon’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Maine Public Utilities Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon’s obligations under the Adopted Terms, this Supplemental Agreement No. 1 or Applicable Law.

(2) Notwithstanding anything set forth in the Adopted Terms, Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(3) Notwithstanding anything set forth in the Adopted Terms, Verizon shall not provide CTC, and CTC shall not request from Verizon, access to a proprietary advanced intelligent network service.

(e) Notwithstanding anything set forth in the Adopted Terms, the terms “Loop”, “Link”, “ULL”, “Unbundled Local Loop”, “Local Link Transmission” and like terms as used in the Adopted Terms and this Supplemental Agreement No. 1 mean a transmission path that extends from a main distribution frame, DSX panel or functionally comparable piece of equipment in a Customer’s serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer’s premises and such terms may be used interchangeably in this Supplemental Agreement No. 1 and the Adopted Terms. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(f) Notwithstanding anything set forth in the Adopted Terms, the terms “Network Interface Device” and “NID” as used in the Adopted Terms and this Supplemental Agreement No. 1 mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier’s telecommunications network on the property where a Customer’s service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to Verizon’s network.

(g) Notwithstanding anything set forth in the Adopted Terms and subject to the conditions set forth in Section 1(d) of this Supplemental Agreement No. 1:

(1) Verizon shall provide access to 4-Wire 56 kbps Loops, DS3 Loops, NIDs and Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (such rates and/or rate structures, the "Rates"). CTC acknowledges that Verizon is developing the Rates but that Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify CTC in writing of the Rate and thereafter shall bill CTC, and CTC shall pay to Verizon, for services provided under this Supplemental Agreement No. 1 on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(g)(2) of this Supplemental Agreement No. 1.

(2) The Rates for services provided under this Supplemental Agreement No.1 (but not under the Adopted Terms unless otherwise expressly provided therein) shall be interim Rates and shall be replaced on a prospective basis by such Rates as may be approved by the Maine Public Utilities Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal, *provided, however*, that a Rate provided by Verizon to CTC in accordance with Section 1(g)(1) of this Supplemental Agreement No. 1 that has been approved or allowed to go into effect by the Maine Public Utilities Commission prior to the date on which Verizon provides such Rate to CTC shall be a permanent rate. If the Maine Public Utilities Commission should alter, amend or modify and then approve or make effective an interim Rate in a final order and such order is not appealed or otherwise challenged, the Parties shall true up amounts billed and paid based on such Rate for services provided under this Supplemental Agreement No. 1 (but not under the Adopted Terms) on the Effective Date and thereafter until the date on which the Maine Public Utilities Commission approves or allows to go into effect such altered, amended or modified interim Rate, *provided, however*, that, notwithstanding anything else set forth in this Supplemental Agreement No. 1 or anything set forth in the Adopted Terms, any Rate or rate and/or rate structure that is part of a Rate provided by Verizon to CTC in accordance with Section 1(g)(1) of this Supplemental Agreement No. 1 and that has been approved or allowed to go into effect by the Maine Public Utilities Commission before Verizon provides such Rate or rate and/or rate structure to CTC shall not be subject to the true-up obligations of this Section 1(g)(2).

2. Conflict between this Supplemental Agreement No. 1 and the Adopted Terms. This Supplemental Agreement No. 1 shall be deemed to revise the terms and provisions of the Adopted Terms to the extent necessary to give effect to the terms and provisions of this Supplemental Agreement No. 1. In the event of a conflict between the terms and provisions of this Supplemental Agreement No. 1 and the terms and provisions of the Adopted Terms, this Supplemental Agreement No. 1 shall govern, *provided, however*, that the fact that a term or provision appears in this Supplemental Agreement No. 1 but not in the Adopted Terms, or in the Adopted Terms but not in this Supplemental Agreement No. 1, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Supplemental Agreement No. 1 may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Supplemental Agreement No. 1 have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Supplemental Agreement No. 1.

5. Scope of Supplemental Agreement No. 1. This Supplemental Agreement No. 1 shall amend, modify and revise the Adopted Terms only to the extent set forth expressly in Section 1 of this Supplemental Agreement No. 1, and, except to the extent set forth in Section 1 of this Supplemental Agreement No. 1, the terms and provisions of the Adopted Terms shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement No. 1 as of the year and date first written above.

VERIZON MAINE

By:\_\_\_\_\_

Name Jeffrey A. Masoner

Title: Vice-President - Interconnection Services  
Policy & Planning

CTC COMMUNICATIONS CORP.

By:\_\_\_\_\_

Name:

Title: